

KAREN L BROWN

Plaintiff,

v.

CIVIL ACTION NO

LAW OFFICES WALDMAN, GROSSFELD, APPEL AND BAER, P.A.

Defendant.

MAY 7, 2015

COMPLAINT

Plaintiff, sues Defendant The Law offices Waldman, Grossfeld, Appel and Baer, P.A. a law firm in Maryland and alleges:

I. PRELIMINARY STATEMENT

1. This is an action brought pursuant to 15 D.S.C. § 1692, *et sequi*, known more commonly as the "Fair Debt Collection Practices Act" ("FDCPA"), which prohibits debt collectors from engaging in abusive, deceptive and unfair practices.

II. JURISDICTION

2. The jurisdiction of this Court arises under 15 U.S.C. §1692k and 28 U.S.C. §1337.

III. ALLEGATIONS AS TO PARTIES

3. Plaintiff is a resident of Baltimore, Maryland.

4. At all times material hereto, Defendant, ("law firm), was doing business in Maryland.

6. At all times material hereto, Defendant, was acting like a debt collector with a place of business at 455 Main Street, Resiterstown, MD 21136

7. Defendant is or was engaged in the collection of debts from consumers using

Case 1:15-cv-01383-JFM Document 1 Filed 05/13/15 Page 2 of 17  
the mail and telephone. Defendant regularly attempted to collect consumer debts alleged to be due to another in the State of Maryland.

#### **IV. FACTUAL ALLEGATIONS**

8. Defendant is the collection agent for “Big Boyz Bail Bonds, Inc” and regularly collected or attempted to collect monies from consumers for delinquent or alleged delinquent personal debt.

9. On March 16, 2015, Defendant communicated with the Plaintiff via written letter for the purpose of collecting monies for an alleged delinquent bail bonds debt, which she was the guarantor. *See Exhibit 1*

#### **V. DEFENDANTS' PRACTICES**

10. It is or was the policy and practice of Defendant to communicate with Maryland consumers in a manner which was reasonably calculated to confuse or frustrate, or mislead MD consumers in violation of the FDCPA §1692e.

11. Defendant had previously filed suit against the Plaintiff in the District Court of Maryland for Baltimore city on September 16, 2014.

12. Plaintiff asked the court for damages of \$2,955.00 and attorney fees of \$591.00.

13. The Court dismissed the case on February 2, 2015.

14. Defendant failed to attend the trial date of his own client’s lawsuit..

15. Defendant filed a Motion to vacate the order of dismissal, on February 10, 2015 and advised the District Court of Maryland that he failed to properly docket the notice of trial and further stated Plaintiff would not be prejudiced.

16. Judge Jenifer Etheridge, denied Defendant’s Motion to vacate the order of dismissal.

17. Defendant sent the Plaintiff a collection letter dated March 16, 2015 demanding attorney’s fees of \$591.00 as if they were properly due and owed, despite the fact Judge Jenifer Etheridge had already ruled that the case was dismissed.

18 Defendant stated in its collection letter "If arrangements for prompt payment of this debt are not made within thirty days from the date of this letter, we will recommend to our client that suit be instituted against you.

19. Defendant also stated in his demand, a hand written note on page 2 of Exhibit 1, "To be filed 4/17/15"

20. Defendant through its agent, attorney Marc H. Baer was threatening the Plaintiff that he was going to file suit on 4/17/15.

21. The Defendant's demand of March 16, 2015 overshadowed the Plaintiff's validation of debts clause notice, by threatening suit prior to the expiration of the 30 days validation period.

22. The Defendant statement that "If arrangements for prompt payment of this debt are not made within thirty days from the date of this letter, we will recommend to our client that suit be instituted against you" is false, deceptive and misleading. Defendant had already predetermined, on March 16, 2015, he was going to file suit, (to be filed 4/17/15) and the statement that we will wait for 30 days from the date of this letter, to recommend to our client that suit be instituted against you.

23. The Defendant's language, "If arrangements for prompt payment of this debt are not made within thirty days from the date of this letter, we will recommend to our client that suit be instituted against you" itself overshadowed the validation of debts clause notice, which provides the least sophisticated consumer with thirty (30) days after receipt of the collection letter to dispute the debt.

24. Based on information and belief, a second lawsuit has not been filed as stated in the March 16, 2015 demand letter. This statement is false, deceptive and misleading in violation of §1692e.

25. Defendant might believe that attorneys fee are owed based not on a Court Order but by contract theory of law, Attorney Marc H. Baer filed a certification of attorney fees, and submitted same with his complaint to the court.

26. In that matter he claims attorney fees in Paragraph no. 8 for .5 of an hour done by paralegals for work which was utterly not necessary., “Preparation of Default Judgment application” and “finalize default judgment application” The attorney did not show up to Court not the Plaintiff in this matter. No motion for default judgment was ever filed. This collection activity violates §1692f unfair practices. *See Exhibit 2*

27. Defendant through attorney Marc H. Baer billed for Telephone calls to Karen Brown regarding possible settlement. No such offer was ever extended to the Defendant. Plaintiff's alleges based on information and belief this is a form affidavit and the defendants statements are false, deceptive and misleading in violation of §1692e and f. *See Exhibit 2*

28. Defendant also states in his Certification of Attorney fees, his paralegals preformed skip tracing and confirm a valid address and telephone no . The Defendant mailed the collection letter to the wrong address in his March 16, 2015 letter. Please note the letter has two identical mailing addresses for the Plaintiff on his letter (Both are wrong). See Exhibit 1

29. In fact, the letter was mailed contrary to what the Defendant wrote on his letterhead, to Plaintiff's, place of business in an attempt to disgrace the Plaintiff at her work. When then Defendant had another address to communicate with the Plaintiff and advised the Court and the Defendant. See Exhibit 1

30. Plaintiff filed a change of address with the District Court of Maryland, as to where she would like to receive correspondence. It appears the Defendant intentional disregarded this easily obtained information and has a personal vendetta against Plaintiff. *See Exhibit 3.* (Court docket report with the designated address where Karen Brown should receive communications from the Court and court related documents.

31. Defendant did use the correct mailing address for the Plaintiff when he filed his Motion to Vacate the Dismissal of his lawsuit dated February 9, 2015. *See exhibit 4*

**VI. ALLEGATIONS OF LAW**

**A. General**

28. At all times material hereto, plaintiff was a "consumer" as said term is defined under 15 U.S.C. §1692a (3).

29. At all times material hereto, "Big Boyz Bail Bonds, Inc", represented by Defendant was a "creditor" as said term is defined under 15 U.S.C. §1692a (4).

30. At all times material hereto, the amount purportedly owed to "Big Boyz Bail Bonds, Inc" represented by Defendant was a "debt" as said term is defined under 15 U.S.C. §1692a (5).

**A. Unlawful Claim**

31. With respect to the attempt by Defendant to collect the alleged debt as more particularly described above, the conduct of Defendant violated the FDCPA, including but not limited to:

a. The use of false representations, deceptive or misleading representations or means to collect or attempt to collect a debt in violation of 15 U.S.C. §1692e.

b. A Debt Collector may not use unfair or unconscionable means to collect or attempt to collect a debt in violation of 15 U.S.C. §1692f.

32. As a result of Defendant's' conduct, Plaintiff is entitled to an award of actual and statutory damages pursuant to 15 U.S.C. §1692k.

33. Plaintiff is entitled to an award of costs and attorneys fees pursuant to 15 U.S.C. § 1692k.

**WHEREFORE, Plaintiff, an individual, requests judgment be entered in her favor against Defendant for:**

1. Actual and statutory damages pursuant to 15 U.S.C. §1692k;
2. An award of costs and attorney's fees pursuant to 15 U.S.C. § 1692k; and
3. Such other and further relief as the Court may deem just and equitable.

**DEMAND FOR JURY TRIAL**

THE PLAINTIFF

BY/S/Bernard T. Kennedy  
Bernard T. Kennedy, Esquire  
The Kennedy Law Firm  
P.O. Box 673  
Blairsville, GA 30514  
Ph (443) 607-8901  
Fax (443) 440-6372  
Fed. Bar # Md26843  
bernardtkennedy@yahoo.com

**PLAINTIFF'S EXHIBIT****LAW OFFICES****WALDMAN, GROSSFELD, APPEL and BAER, P.A.**

455 MAIN STREET • REISTERSTOWN, MARYLAND 21136 • (443) 712-2529 • FAX (443) 712-2538

*Pasadena Office*  
 2525 MOUNTAIN ROAD  
 PASADENA, MD 21122  
 (410) 437-7711  
 FAX (410) 437-6270

*Rosedale Office*  
 8621 PHILADELPHIA ROAD  
 ROSEDALE, MD 21237  
 (410) 687-7111  
 FAX (443) 712-2538

*Eastern Shore Office*  
 404 MUSE STREET  
 CAMBRIDGE, MD 21613  
 (410) 228-1144  
 FAX (410) 437-6270

MARC A. APPEL

MARCH H. BAER

MICHAEL E. GROSSFELD

SIDNEY WALDMAN  
(1923-1980)MYER E. GROSSFELD  
(1933-2011)

March 16, 2015

Karen Lynn Brown  
 1844 W. Baltimore Street, Apt. B  
 Baltimore MD 21223

Karen Lynn Brown  
 1844 W. Baltimore Street, Apt. B  
 Baltimore MD 21223

**Address Correction Requested**

RE: Big Boyz Bail Bonds, Inc.  
 Amount Due- \$ 2955.00  
 Attorneys Fees- \$ 591.00  
 Total Due \$ 3574.00

**To Whom It May Concern:**

This office has been retained by the above referenced creditor to collect an outstanding obligation owed by you in the amount stated above. If arrangements for the prompt payment of this debt are not made within thirty days from the date of this letter, we will recommend to our client that suit be instituted against you.

If you dispute the validity of this debt or any portion thereof, you must, within thirty days after receipt of this letter, notify us of your dispute. Otherwise, the debt will be assumed to be valid. If you notify us in writing within thirty days that the debt, or any portion thereof is disputed, we will obtain verification of the debt or a copy of any judgment entered against you and a copy of such verification or judgment will be mailed to you. Upon your written request within thirty days, we will provide you with the name and address of the original creditor, if different from your current creditor.

All payments should be made to Waldman, Grossfeld, Appel & Baer, P.A., as attorneys for the above creditor and payment transmitted to our Reisterstown office. We greatly urge your immediate attention to this matter. If you have any questions regarding this matter, please contact my office at (443) 712-2529, extension 0.

Very truly yours,

WALDMAN, GROSSFELD, APPEL &amp; BAER, P.A.

BY:

MARC H. BAER, Esquire  
MHB:jmg

THIS IS AN ATTEMPT TO COLLECT A DEBT.  
 ANY INFORMATION OBTAINED WILL BE USED FOR THIS PURPOSE.

Law Offices of Waldman, Grossfeld, Appel & Baer, P.A.

## LAW OFFICES

443-712-2529  
**WALDMAN, GROSSFELD, APPEL and BAER, PEAK** 443-712-2538  
455 MAIN STREET • REISTERSTOWN, MARYLAND 21136 • (443) 712-2529 • FAX (443) 712-2538

*Pasadena Office*  
2525 MOUNTAIN ROAD  
PASADENA, MD 21122  
(410) 437-7711  
FAX (410) 437-6270

*Rosedale* **Account Activity Report**

**Karen Lynn Brown  
1844 W. Baltimore Street, Apt. B  
Baltimore, MD 21223  
Client: BB - Big Boyz Bail Bonds, Inc.**

MARC A. APPEL  
MARC H. BAER  
MICHAEL E. GROSSFELD

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SIDNEY WALDMAN  
(1923-1980)

MYER E. GROSSFELD  
(1933-2011)

Effective	Type	Entry	Note	Amount	Balance
03/16/2015	OPEN	Initial Balance Due			
03/16/2015	COST	FILE:Filing Fee	"claim 3"	3,546.00 28.00	3,546.00 3,574.00

To Be Read

4/17/15

Law Office

**Waldman, Grossfeld, Appel & Bax, P.A.**  
485 Main Street  
Reliantstown, MD 21138

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संक्षिप्त

**455 Main Street  
Reisterstown, MD 21136**

**\$0.48<sup>9</sup>**  
**US POSTAGE**  
**FIRST-CLASS**  
071V0088247  
21136  
0600160332

**Personal + confidential**

1998-03-22 10:00 AM Holiday Inn  
1000 2nd Street, Bellingham, WA 98225  
Bm 469  
Arthur Karen & Sonnen

PLAINTIFF'S  
EXHIBIT

CERTIFICATION OF ATTORNEY'S FEES

I, the undersigned, of full age, being duly sworn, upon hereby certifies:

1. I am an attorney-at-law licensed to practice in the State of Maryland. I was admitted to practice in 1978. I am one of the attorneys responsible for handling the above matter on behalf of Plaintiff and familiar with the attorney's fees and costs involved.
2. That part of the law firm's practice is a debt collection and has been retained by the Plaintiff herein to pursue collection of outstanding delinquent accounts.
3. That due to federal and state laws and regulation the firm must operate, this is a practice area requiring skill and expertise. This area of practice also requires constant monitoring of the changes in the law which would require changes to the law firm's policies, practices and forms.
4. This firm is performing legal work for its client under a contingency agreement. The standard fee charged to collection clients is between 25 to 33%.
5. Plaintiff is a large volume client for this law firm. Therefore, collection cases require a significant portion of the law firm's resources which precludes other employment for the firm.
6. The legal services in this matter were performed by attorneys whose current hourly rates is between \$300-\$350 per hour.
7. The following work totaling approximately .2 hours was performed by attorneys: Review of client documents and instruct paralegal regarding preparation of demand letter and pleadings; instruct paralegal regarding skip-tracing and contacts with Defendant(s); finalize demand letter, Summons and Complaint letter to Court; Instruct paralegal regarding preparation of default judgment application; finalize default judgment application.
8. The following work, totaling approximately .5 hour was performed by paralegals: Preparation of demand letter, summons, Complaint and letter to court; telephone calls to Defendant(s) regarding possible settlement; skip-tracing to confirm valid address and telephone number; preparation of default judgment application.

9. In addition, we anticipate that legal services will be performed in an effort to collect the judgment, once entered, which may include additional efforts to contact the Defendant(s) (phone calls and letters), additional skip-tracing or asset information, bank attachment and wage execution.

10. Plaintiff has also incurred court costs in connection with the filing and serving the Complaint and may incur additional court costs in connection with the post judgment activities described above.

11. That pursuant to the contractual terms between the parties, the Defendant(s) has agreed that in the event of a default, he/she/they will pay reasonable attorney's fees in the amount of 20%.

I hereby certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Waldman, Grossfeld, Appel and Baer, P.A.



Marc H. Baer, Esq.  
Attorney for Plaintiff

## DISTRICT COURT OF MARYLAND

[Go Back](#)**Case Information**

Court System: **DISTRICT COURT FOR BALTIMORE CITY - CIVIL SYSTEM**  
 Case Number: **010100058032014** Claim Type: **CONTRACT**  
 District/Location Codes: **01 / 01** Filing Date: **03/19/2014** Case Status: **ACTIVE**

**Complaint, Judgment, and Related Persons Information**

(Each Complaint, Hearing, Judgment is listed separately, along with each Related Person)

**Complaint Information**

Complaint No: **001 (BIG BOYZ BAIL BONDS INC) Vs: (HYMAN, RYNELL )**  
 Type: **REGULAR CLAIM**  
 Complaint Status: **ACTIVE**  
 Status Date: **03/20/2014** Filing Date: **03/19/2014** Amount **\$2955** Last Activity Date: **02/26/2015**

**Related Person Information**

Name: **BAER, MARC H**  
 Connection to Complaint: **ATTORNEY FOR PLAINTIFF**  
 Address: **455 MAIN ST.**  
 City: **REISTERSTOWN** State: **MD** Zip Code: **21136**  
 If Person is Attorney: Attorney Code: **000056** Attorney's Firm:

Name: **HYMAN, RYNELL**  
 Connection to Complaint: **DEFENDANT**  
 Address: **A/K/A ROYNELL RODNEY HYMAN**  
 Address: **30 S BROADWAY STREET**  
 City: **BALTIMORE** State: **MD** Zip Code: **21213**

Name: **BIG BOYZ BAIL BONDS INC**  
 Connection to Complaint: **PLAINTIFF**  
 Address: **151 NORTH HIGHLAND AVENUE**  
 City: **BALTIMORE** State: **MD** Zip Code: **21224**

Name: **PATTERSON, ADA K**  
 Connection to Complaint: **PRIVATE PROCESS SERVER**  
 Address: **PRIORITY PROCESS**  
 Address: **PO BOX 4189**  
 City: **ROCKVILLE** State: **MD** Zip Code: **20849**

**Complaint Information**

Complaint No: **002 (BIG BOYZ BAIL BONDS INC) Vs: (BROWN, KAREN LYNN )**  
 Type: **REGULAR CLAIM**  
 Complaint Status: **DISMISSED BY COURT**  
 Status Date: **02/02/2015** Filing Date: **03/19/2014** Amount **\$2955** Last Activity Date: **02/26/2015**

**Judgment Information**

Judgment Type: **COMPLAINT DISMISSED BY COURT** Judgment Date: **02/02/2015**  
 Judgment Amount: **\$0.00** Judgment Interest: **\$0.00** Costs: **\$0.00** Other Amounts: **\$0.00**  
 Attorney Fees: **\$0.00** Jointly and Severally: In Favor of Defendant:

Possession Of Property Claimed valued At: **\$0.00** Is Awarded To The: Together With Damages Of: **\$0.00**  
 Value Of Property Sued For: **\$0.00** Plus Damages Of: **\$0.00** Is Awarded To The: Dismissed With Prejudice:  
 Replevin/Detinue Amount: **\$0.00**  
 Recorded Lien Date: Judgment renewed Date:  
 Renewed Lien Date: Satisfaction Date:

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**Related Person Information**

Name: **BAER, MARC H**  
 Connection to Complaint: **ATTORNEY FOR PLAINTIFF**  
 Address: **455 MAIN ST.**  
 City: **REISTERSTOWN** State: **MD** Zip Code: **21136**

If Person is Attorney: Attorney Code: **000056** Attorney's Firm:

Name: **BROWN, KAREN LYNN**  
 Connection to Complaint: **DEFENDANT**  
 Address: **1845 W BALTIMORE ST APT B**  
 City: **BALTIMORE** State: **MD** Zip Code: **21223**

Name: **BIG BOYZ BAIL BONDS INC**  
 Connection to Complaint: **PLAINTIFF**  
 Address: **151 NORTH HIGHLAND AVENUE**  
 City: **BALTIMORE** State: **MD** Zip Code: **21224**

Name: **MILES, TARA Z**  
 Connection to Complaint: **PERSON REQUESTING ACCESS**  
 Address: **MVLS**  
 Address: **ONE NORTH CHARLES ST, STE 222**  
 City: **BALTIMORE** State: **MD** Zip Code: **21201**

**Case History Information**

(Each Event listed for the case is listed below in chronological order)

Type: **INITIAL CASE FILING** Complaint No.:  
 Date: **03/19/2014** Comment: **INITIAL CASE FILING**

Type: **TRIAL** Complaint No.:  
 Date: **03/20/2014** Comment: **TRIAL SET FOR: 05192014;TIME: 0830A;LOC:01;ROOM:04**

Type: **NOTICE SENT** Complaint No.: **001**  
 Date: **03/20/2014** Comment: **NOTICE OF INITIAL TRIAL (ATP)-D1**

Type: **NOTICE SENT** Complaint No.: **002**  
 Date: **03/20/2014** Comment: **NOTICE OF INITIAL TRIAL (ATP)-D1**

Type: **SUMMONS RENEWAL FILED** Complaint No.: **002**  
 Date: **07/01/2014** Comment: **SUMMONS RENEWAL ;DEF;REQ BY ATP**

Type: **TRIAL/HEARING POSTPONEMENT** Complaint No.:  
 Date: **07/03/2014** Comment: **TRIL;05192014;0830A;01;SRNW;BY CLK;PREV SET ON 03202014**

Type: **NOTICE SENT** Complaint No.: **001**  
 Date: **07/03/2014** Comment: **NOTICE OF TRIAL POSTPONEMENT (ATP)-C1**

Type: **NOTICE SENT** Complaint No.: **002**  
 Date: **07/03/2014** Comment: **NOTICE OF TRIAL POSTPONEMENT (ATP)-C1**

Type: **NOTICE SENT** Complaint No.: **002**  
 Date: **07/03/2014** Comment: **NOTICE OF SUMMONS RENEWAL (ATP)-P1**

Type: **SUMMONS RENEWAL FILED** Complaint No.: **002**  
 Date: **09/16/2014** Comment: **SUMMONS RENEWAL ;DEF;REQ BY ATP**

Type: **TRIAL/HEARING POSTPONEMENT** Complaint No.:  
 Date: **09/17/2014** Comment: **TRIL;09032014;0830A;01;SRNW;BY CLK;PREV SET ON 07032014**

Type: **NOTICE SENT** Complaint No.: **001**

Date: **09/17/2014** Comment: **NOTICE OF TRIAL POSTPONEMENT (ATP)-C1**

Type: **NOTICE SENT** Complaint No.: **001**

Date: **09/17/2014** Comment: **NOTICE OF SUMMONS RENEWAL (ATP)-P1**

Type: **NOTICE SENT** Complaint No.: **002**

Date: **09/17/2014** Comment: **NOTICE OF TRIAL POSTPONEMENT (ATP)-C1**

Type: **TRIAL/HEARING POSTPONEMENT** Complaint No.:

Date: **09/22/2014** Comment: **TRIL;11172014;0830A;01;SRNW;BY CLK;PREV SET ON 09172014**

Type: **COST/SERVICE DELETE** Complaint No.: **001**

Date: **09/22/2014** Comment: **SRNW;09162014; ON ;CLERK ERROR INPUT**

Type: **NOTICE SENT** Complaint No.: **001**

Date: **09/22/2014** Comment: **NOTICE OF TRIAL POSTPONEMENT (ATP)-C1**

Type: **NOTICE SENT** Complaint No.: **002**

Date: **09/22/2014** Comment: **NOTICE OF TRIAL POSTPONEMENT (ATP)-C1**

Type: **NOTICE SENT** Complaint No.: **002**

Date: **09/22/2014** Comment: **NOTICE OF SUMMONS RENEWAL (ATP)-P1**

Type: **TRIAL/HEARING POSTPONEMENT** Complaint No.:

Date: **09/23/2014** Comment: **TRIL;11212014;0830A;01;SRNW;BY CLK;PREV SET ON 09222014**

Type: **NOTICE SENT** Complaint No.: **001**

Date: **09/23/2014** Comment: **NOTICE OF TRIAL POSTPONEMENT (ATP)-C1**

Type: **NOTICE SENT** Complaint No.: **002**

Date: **09/23/2014** Comment: **NOTICE OF TRIAL POSTPONEMENT (ATP)-C1**

Type: **SERVICE** Complaint No.: **002**

Date: **10/09/2014** Comment: **SRNW;09162014;DEF;SV-SERVED ;**

Type: **NOTICE SENT** Complaint No.: **002**

Date: **10/17/2014** Comment: **NOTICE OF OUTCOME OF SPECIFIC SERVICE - SRNW(ATP)-A2**

Type: **INTENTION TO DEFEND FILED** Complaint No.: **002**

Date: **11/17/2014** Comment: **INTENTION TO DEFEND FILED /REASON FOR DEFENSE FOLLOWS**

Type: **CASE CHANGE** Complaint No.:

Date: **11/17/2014** Comment: **20140319;CONT;0000295500; ;X;**

Type: **TRIAL DELETE** Complaint No.:

Date: **11/17/2014** Comment: **TRIL;11172014;0830A;01;BY CLK;NOT NEEDED**

Type: **COMMENT** Complaint No.:

Date: **11/17/2014** Comment: **NID FILED SET FOR TRIAL ;9Z1; K/P;91931-92152**

Type: **NOTICE SENT** Complaint No.: **002**

Date: **11/17/2014** Comment: **NOTICE OF FILING OF INTENTION TO DEFEND (ATP)-B1**

Type: **TRIAL** Complaint No.:

Date: **11/18/2014** Comment: **TRIAL SET FOR: 02022015;TIME: 0115P;LOC:01;ROOM:01**

Type: **NOTICE SENT** Complaint No.: **001**

Date: **11/18/2014** Comment: **NOTICE OF HEARING/TRIAL - TRIL (ATP)-Z1**

Type: **NOTICE SENT** Complaint No.: **002**

Date: **11/18/2014** Comment: **NOTICE OF HEARING/TRIAL - TRIL (ATP)-Z1**

Type: **NOTICE SENT** Complaint No.: **002**

Date: **11/18/2014** Comment: **ALSO SENT TO - DEF,**

Type: **MOTION FILED** Complaint No.: **002**

Date: **01/30/2015** Comment: **M;02022015;9Z7;PRA;TO CONTINUE ;04**

Type: **COMMENT** Complaint No.:

Date: **02/02/2015** Comment: **KP 203-205**

Type: **GENERAL DISMISSAL** Complaint No.: **002**

Date: **02/02/2015** Comment: **COMPLAINT DISMISSED BY COURT**

Type: **TRIAL DELETE** Complaint No.:  
Date: **02/02/2015** Comment: **TRIL;02022015;0115P;01;BY 9Z7;DISMISSAL ENTERED**

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Type: **NOTICE SENT** Complaint No.: **002**  
Date: **02/02/2015** Comment: **NOTICE OF OUTCOME OF MOTION FILED - 04 (ATP)-G1**

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Type: **NOTICE SENT** Complaint No.: **002**  
Date: **02/02/2015** Comment: **ALSO SENT TO - DEF,**

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Type: **NOTICE SENT** Complaint No.: **002**  
Date: **02/02/2015** Comment: **NOTICE OF DISMISSAL - DSML (ATP)-TS**

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Type: **NOTICE SENT** Complaint No.: **002**  
Date: **02/02/2015** Comment: **ALSO SENT TO - DEF,**

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Type: **MOTION FILED** Complaint No.: **002**  
Date: **02/10/2015** Comment: **D;02252015;OAR;ATP;TO VACATE ORDER OF DISMISSAL ;24**

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Type: **EVENT DELETED** Complaint No.:  
Date: **02/13/2015** Comment: **HIDE;02112015;**

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Type: **NOTICE SENT** Complaint No.: **002**  
Date: **02/26/2015** Comment: **NOTICE OF OUTCOME OF MOTION FILED - 24 (ATP)-G1**

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Type: **NOTICE SENT** Complaint No.: **002**  
Date: **02/26/2015** Comment: **ALSO SENT TO - DEF,**

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*This is an electronic case record. Full case information cannot be made available either because of legal restrictions on access to case records found in Maryland rules 16-1001 through 16-1011, or because of the practical difficulties inherent in reducing a case record into an electronic format.*

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Big Boyz Bail Bonds, Inc.

\* IN THE

Plaintiff

\* DISTRICT COURT

vs.

\* FOR

Karen Lynn Brown, et al.

\* BALTIMORE CITY

Defendants

\* CASE NO. 5803-14

MOTION TO VACATE DISMISSAL AND OTHER RELIEF

Now comes Big Boyz Bail Bonds, Inc., Plaintiff, by Marc H Baer and Waldman, Grossfeld, Appel & Baer, P.A., its attorneys, moves to vacate the dismissal as to Defendant, Karen Lynn Brown, and says:

1. That on February 2, 2015, the Court dismissed the case as to the Defendant, Karen Lynn Brown, based on the failure of the Plaintiff to appear at trial.
2. That Plaintiff's counsel has no record of receiving the trial date notice; that the notice is not in counsel's case file; and the trial date was never entered in counsel's trial calendar.
3. That had Plaintiff's counsel been aware of the trial date, he would have appeared, or would have made other arrangements so as not to prejudice the Plaintiff's claim.
4. That the Defendant will not be prejudiced if the dismissal is vacated, as the Plaintiff can file a new action against the Defendant,

Wherefore, Big Boyz Bail Bonds, Inc., Plaintiff, prays that this Honorable Court:

- a. Vacate the dismissal as to Defendant, Karen Lynn Brown, and reset this matter for trial; and

- b. For such other and further relief as its cause may require,

*Motion  
recd./haf.*

2015 FEB 10 P 1:50  
DISTRICT COURT OF MD

RECEIVED

  
Marc H. Baer  
WALDMAN, GROSSFELD, APPEL AND BAER, P.A.  
455 Main Street  
Reisterstown, MD 211136  
(410) 235-4150  
*Attorney for Plaintiff*

CERTIFICATE OF MAILING

I hereby certify that on this 9<sup>th</sup> day of February, 2015 a copy of the foregoing Motion was mailed, postage prepaid to:

Karen Lynn Brown  
1845 W Baltimore Street, Apt B  
Baltimore, MD 21213

  
Marc H. Baer, Esquire